

Panaji, 14th December, 1989 (Agrahayana 23, 1911)

SERIES II No. 37

# OFFICIAL GAZETTE



## GOVERNMENT OF GOA

### GOVERNMENT OF GOA

#### Department of Personnel

##### Order

No. 5/32/88-PER

In pursuance of Government of India, Ministry of Home Affairs Wireless Message No. 14023/25/88-UTS(PT) dated 16th November, 1989, the Government of Goa is pleased to relieve Miss Neelu Nanda, IAS (AGMU 71), Secretary (Health) from this Government with effect from 17th November, 1989 Forenoon, to take up her new assignment as Director, NCZCC, Allahabad.

By order and in the name of the Governor of Goa.

Smt. Prabha Chandran, Under Secretary (Personnel).

Panaji, 27th November, 1989.

##### Order

No. 3/1/80-PER(Part-II)

On placement of his services at the disposal of this Government, by the Government of India, Ministry of Home Affairs, New Delhi, vide Order No. U-14023/9/89-UTS dated the 27th July, 1989, the Government of Goa is pleased to appoint Shri P. V. Sinari, IPS (AGMU: 70) as Executive Director, Sports Authority of Goa, from the date he takes over the charge of the said post.

Shri Sinari had reported to this Government on 7-8-1989 (F. N.) and was awaiting posting. He shall draw his salary for the period he was awaiting posting, till he takes charge of the post of Executive Director, Sports Authority of Goa against the post of Officer on Special Duty created vide Order No. 13/4/89-GA&C dated 7-12-1989.

By order and in the name of the Governor of Goa.

Smt. Prabha Chandran, Under Secretary (Personnel).

Panaji, 7th December, 1989.

##### Order

No. 12/3/84-PER

Read: Order of even number dated 7-12-1988.

The term of deputation of Shri E. B. S. Kossambe, Assistant Engineer, Public Works Department, presently on deputation as Senior Development Officer in the Goa, Daman & Diu Industrial Development Corporation, is further extended by one more year from 12-12-1989 to 11-12-1990.

Shri Kossambe shall, however, not be entitled for deputation allowance or the scale of pay of the deputation post, for the extended period.

By order and in the name of the Governor of Goa.

Smt. Prabha Chandran, Under Secretary (Personnel).

Panaji, 6th December, 1989.

### Education Department

##### Order

No. 14/7/77/EDN

Read: Govt. Order No. 7-5-87-EDN dated 30-9-1988.

Government is pleased to extend the deputation period of Shri P. D. Kalambkar, Deputy Education Officer, North Education Zone, Mapusa who was sent on deputation as Vocational Education Officer in the office of the Goa Board of Secondary & Higher Secondary Education, Porvorim under Government order quoted above, for a further period of one year i.e. upto 31-10-1990 on the same existing terms, and conditions.

By order and in the name of the Governor of Goa.

A. P. Panvelkar, Under Secretary (Education).

Panaji, 6th December, 1989.

### Department of Urban Development

##### Order

No. 4-1-1-86-PW&amp;UD

Government is pleased to transfer Shri S. T. Puttaraju, Junior Town Planner, (Group 'A' Officer) from Town and Country Planning Department, Panaji as Branch Officer of the Branch Office of the Town and Country Planning Department at Mapusa in the public interest with immediate effect.

By order and in the name of the Governor of Goa.

D. V. Sathe, Under Secretary to the Govt. of Goa (U.D.)

Panaji, 5th December, 1989.

### Revenue Department

##### Notification

No. 22/124/89-RD

Whereas it appears to the Government of Goa (hereinafter referred to as "the Government") that the land specified in the Schedule hereto (hereinafter referred to as the "said land") is likely to be needed for public purpose viz. Land Acquisition for allotment of house sites at Mulgao, Bicholim under 20 Point Programme.

Now, Therefore, the Government hereby notifies, under sub-section (1) of section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as the "said Act") that the said land is likely to be needed for the purpose specified above.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyor or

other persons employed upon the said land for the purpose of the said acquisition. Any contract for the disposal of the said land by sale, lease, mortgage, assignment, exchange or otherwise, or any outlay commenced or improvements made thereon without the sanction of the Collector appointed under paragraph 4 below, after the date of the publication of this Notification, will, under clause (seventh) of section 24 of the said Act, be disregarded by him while assessing compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under section 6 of the said Act will be published in the Official Gazette and in two daily newspapers and public notice thereof shall be given in due course. If the acquisition is abandoned wholly or in part, the fact will also be notified in the same manner.

4. The Government further appoints, under clause (c) of section 3 of the said Act, the Deputy Collector (Revenue), Collectorate of North Goa District, Panaji to perform the functions of a Collector under the said Act in respect of the said land.

5. The Government also authorise, under sub-section (2) of section 4 of the said Act, the following officers to do the acts specified therein in respect of the said land.

1. The Collector, North Goa District, Panaji.
2. The Deputy Collector (Revenue), Collectorate of North Goa District, Panaji.
3. The Block Development Officer, Bicholim.
4. The Director of Land Survey, Panaji.

6. A rough plan of the said land is available for inspection in the office of the Deputy Collector (Revenue), Collectorate of North Goa District, Panaji for a period of 30 days from the date of publication of this Notification in Official Gazette.

**SCHEDULE**  
(Description of the said land)

Taluka: Bicholim		Village: Mulgao
Survey No Sub. Div. No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3
183/0	Comunidade of Mulgao.	11900.00
	<i>Boundaries:</i>	
	North: S. No. 184/0, 183/0.	
	South: S. No. 171/1, 2, 6, 8 and 9 183/0.	
	East: S. No. 182.	
	West: S. No. 170/0, 183/0, 172/1 and Nala.	
	Total .....	11900.00

By order and in the name of the Governor of Goa.

P. S. Nadkarni, Under Secretary (Revenue).

Panaji, 30th October, 1989.

**Public Health Department**

**Order**

No. 8/16/89-II/PHD

Read: Order No. 8/16/89-II/PHD dated 5-4-1989.

The resignation tendered by Dr. (Mrs.) Geeta Naik, Anaesthetist-cum-Registrar (P. P. P.), Goa Medical College, Panaji is accepted by Government and she is relieved with effect from 1-10-1989 (F. N.).

There are no dues outstanding against her.

By order and in the name of the Governor of Goa.

L. J. Menezes Pais, Under Secretary (Health).

Panaji, 4th December, 1989.

**Notification**

No. 13/85/87.III.PHD

In exercise of the powers conferred by Sub-section (1) of Section 2 of the Goa, Daman and Diu Anatomy Act, 1976 (Act 21 of 1976) (hereinafter called the "said Act"), the Government of Goa, hereby approves the E. L. D. E. Association's Medical College, Bijapur, Karnataka State as an approved Institution for all the purpose of the said Act.

By order and in the name of the Governor of Goa.

L. J. Menezes Pais, Under Secretary (Health).

Panaji, 7th December, 1989.

**Department of Labour**

**Order**

No. 28/29/83-ILD

The following Award given by the Industrial Tribunal, Goa, Daman and Diu is hereby published as required under the provisions of section 17 of the Industrial Dispute Act, 1947 (Central Act XIV of 1947).

By order and in the name of the Governor of Goa.

Subhash V. Elekar, Under Secretary (Industries and Labour).

Panaji, 7th July, 1988.

**IN THE INDUSTRIAL TRIBUNAL  
GOVERNMENT OF GOA**

**AT PANAJI**

(Before Shri S. V. Nevagi, Hon'ble Presiding Officer)

Reference No. IT/43/83

Workmen

V/S

— Workmen/Party I

M/s New Era Handling Agency. — Employer/Party II

Workmen represented by Shri Subhas Naik, Secretary, Goa Trade and Commercial Worker's Union.

Employer represented by Adv. G. K. Sardessai.

Panaji, Dated, 16-6-1988

**AWARD**

This is a reference made by the Government of Goa by its order no. 28/29/83-ILD dated 8th November, 1983 with an annexure scheduled thereto which reads as follows:

"Whether the following demands of the workmen are legal and justified?

- (1) Demand for payment of House Rent Allowance during the period when the workmen are on sickness benefits under the Employees' State Insurance Act, Scheme and Rules.
- (2) Demand for payment of House Rent Allowance on compensatory off days.
- (3) What should be the scale of pay for a dehumidifier operator working with the management of M/s New Era Handling Agency, and
- (4) Whether the workmen are entitled to claim free milk and dust allowance.

If the answers to (1) to (4) above are in the affirmative then to what reliefs the workmen shall be entitled to?"

2. After the reference was received in this office, notices were issued to the parties and the Party II management filed the written statement on 23-2-84. The statement of claim was also filed by the Union way back on 20-12-83 justifying the four demands which are set out in the government reference. While taking exceptions to the demands the management in its written statement pointed out that after the charter of demands was submitted by the Union there was a settlement on 15-2-82 and the settlement covers all

these demands and there is no scope for recording any finding on the above four demands afresh. In the rejoinder dated 23-3-84 the Union had refuted this statement of the management.

3. In view of the preliminary objections raised by the management my Predecessor framed a preliminary issue reading thus: "Whether the Employer proves that the Order of Reference is not maintainable and bad in law as the issues are covered under the settlement dated 15-2-1983? (It appears that there is a typographic mistake and the date should be 15-2-82). My Predecessor recorded a finding on this preliminary issue by his order dated 11-3-85 and by his speaking order he held that after carefully perusing the settlement in question and considering the contentions put forth by the representatives of both parties he formed a view that out of the demands covered by the settlement issues No. 3 and 4 viz. demands 3 and 4 are already covered by the settlement dated 15-2-83 which is produced at Exh. E-1. (the order wrongly refers to the date of settlement as 15-2-83 probably in view of the mistake in the preliminary issue). Be it so as it may. My Predecessor held that the settlement had covered demands 3 and 4 and what remained for consideration was the first two demands for which the matter was kept for hearing on 9-4-85. Incidentally my Predecessor retired in the intervening period and the matter was kept on the dormant file.

4. After I took over, the matter was revived and the matter was taken up for hearing on today only. Today, statements were made before me at the bar both by the representative of the Union and the representative for the management. It appears that in the meanwhile evidence was partly recorded in this case and the evidence comprises of two witness examined on behalf of the union and one of them is Satyawan Sakhalkar, Contractor in Zuari Agro Chemicals Factory who cites the example in Zuari Agro Chem. Ltd., regarding the H.R.A. and 10% V.D.A. Another witness is Sukumara Nair, a mechanic in the Party II factory and he too speaks of an earlier settlement which had arrived at between the union and the management on 15-2-1989. Strangely, the witness states that the settlement was on 15-2-80. This is how twice there is a mistake about the date of settlement and I have verified from the record to find out that the settlement actually took place on 15-2-82 and the copy of the settlement Exh. E-1 is a clear pointer to this which was recorded before the Labour Commissioner and the same is signed before him both on behalf of the Union as well as the management and the date of signing is 15-2-82 and with this there should be no doubt about the actual date of settlement.

5. Placing reliance on the settlement submissions were made before me at the bar and as the demands no. 3 & 4 are already held to be not surviving they having been covered by settlement Exh. E-1 I shall go on considering the aspect regarding demand No. 1 and 2.

6. The demand No. 1 is in respect of the House Rent Allowance claimed by the workmen during the period when the workmen are on sickness benefits under the Employees State Insurance Act, Scheme and Rules. Apparently this demand seems to be some what complicated and the wording also does not appear to be clear to understand and what is to be understood has to be arrived at after interpreting the points involved in this demand. We find a clarification to this in the written arguments of the management dated 5-2-86 and in clause No. 3 the term 'wages' as defined under the E.S.I. Act and also Shop Act has been reproduced and relying on this definition of the term wages the management states in para 4 of the arguments that the House Rent Allowance is a wage for the purpose of computation of the employer's contribution to the fund. According to the management contributions are required to be made under the Act and scheme framed thereunder and as against the contributions of the workmen twice the workman's contribution is made by the employer to the statutory fund created for that purpose. So the total contribution deducted under the E.S.I. scheme is sent to that office and whenever a workman seeks to get the sickness benefit he is paid the same by the E.S.I. Office. The grievance of the workman seems to be that while he gets the benefit under the E.S.I. scheme the management does not pay them anything and the Mechanic Sukumara in his evidence states that whenever a workman goes on leave the management does not pay house rent of the period of leave. This statement does not seem to be correct because house rent is being paid but while deducting

the contribution from the wages the portion of house rent also is included and the management has to perform deduct the H.R.A. for the sick period in view of the definition of wages and in view of the guidelines given by the E.S.I. in this respect. Shri Subhas Naik for the Union did concede this position and did submit that the would take up the matter through union with the E.S.I. to get a clarification on this point. Consequently I hold that the demand No. 1 does not survive for consideration in this reference.

7. This then brings me to the consideration of demand no. 2 which is for payment of H.R.A. on compensatory off days. This was supposed to be a controversy issue between the management and the representative of the Union because the grievance made out by the Union was that whenever the workmen were on compensatory off days the house rent was not paid to them. According to the management's representative Shri G. K. Sardessai, the management usually does not adhere to give compensatory offs and whenever the compensatory offs are given the workmen are doubly benefited in as much as they are paid the regular wages and also extra wages are paid for the workmen on the days in view of compensatory off. This is not a point within the purview of this reference and I am making a reference to this point just to understand the grievance of the workmen in this regard.

8. In this regard, I am told that the grievance of the workmen regarding the payment of H.R.A. on the days of compensatory off is virtually conceded by the management in as much as since April, 1986 the management has been paying the H.R.A. to the workmen on the compensatory off days. This aspect was not covered by the settlement and as such the same was posed for consideration in this Government reference but in view of the attitude of the management conceding this demand of the workmen by actually implementing the same, I feel that nothing remains to be pronounced in this reference excepting reiterating the facts that the management should go on paying the house rent allowance on the compensatory off days as it is doing now. This is how all the 4 demands in the reference stand and in view of the finding of my Predecessor on the preliminary issues, I record the finding on demands 1 and 2 only and pass the following order.

#### ORDER

Out of the four demands, the finding of demand No. 1 is not recorded in this reference as the Union will take up the matter before the E.S.I. Authorities for the consideration of the deductions from wages and as such no finding is recorded on demand No. 1.

About demand No. 2, regarding the payment of house rent allowance on compensatory off days, the management of Party No. II has already been paying the same since April, 1986 and they should continue doing so until further event or settlement.

About demands 3 and 4 as already held by the Tribunal, they are already covered by the settlement Exh. E-1 and as such they are not maintainable.

The parties do bear their own costs. The award be reported to the Government.

S. V. Nevagi  
Presiding Officer  
Industrial Tribunal

Order

No. 28/30/87-ILD

The following Award given by the Industrial Tribunal, Goa, Daman and Diu is hereby published as required under the provisions of Section 17 of the Industrial Dispute Act, 1947 (Central Act XIV of 1947).

By order and in the name of the Governor of Goa.  
Subhash V. Elekar, Under Secretary (Industries and Labour).

Panaji, 12th August, 1988.

IN THE INDUSTRIAL TRIBUNAL  
GOVERNMENT OF GOA  
AT PANAJI

(Before Shri S. V. Nevagi, Hon'ble Presiding Officer)

Reference No. IT/66/87

Workmen —Party I

V/s

M/s Goa Sinthered Products Ltd. —Party II

Workmen represented by Shri Subhas Naik, Secretary, Goa Trade & Commercial Workers' Union.

Employer represented by Adv. B. G. Kamat.

Panaji, dated, 30.7.1988

AWARD

This is a reference made by the Govt. of Goa, by its order No. 28/30/87-ILD dated October 30, 1987 with an annexure scheduled thereto which reads as follows:

"Whether the following charter of demands Nos. 1 to 12 of the workmen employed at M/s Goa Sinthered Products Private Limited, Curtorim represented through Goa Trade and Commercial Workers' Union are justified.

If not, what relief the workmen are entitled to?"

2. The above Govt. reference together with the charter of demands was received on the above date and the charter of demands is appendix (1) to the schedule.

3. After notices, the parties appeared and took time to file their statement. On subsequent dates the parties sought adjournments on the ground that negotiations between the union and the management were going on and that the matter was likely to be settled.

4. While the matter stood adjourned for settlement on 22.9.88 today the parties and their counsels appeared before me and presented the Memo of settlement. At their request I took the matter on today's board and the parties and the Advocates signed the Memo of settlement in my presence today. In the annexure appended to the Memo of settlement the terms of the settlement are set out. This settlement is a final settlement so far as the charter of demands is concerned and the duration of the settlement is for 3 years and the terms and conditions of the settlement are to be implemented by the management with effect from the first day of this month i. e 1.7.1988. So there is a final settlement for a duration of 3 years and the management having accepted the charter of demands the service conditions and wages etc., all the workmen will be governed by this award which is of the duration of 3 years.

5. Even though the award is being implemented by the management from the first of this month there is a controversy between the parties which has eluded a settlement till this day. From the statements made before me it appears that the controversy is on the point whether the settlement should be retrospective in effect and from what date the benefits of enhanced emoluments should accrue to the workmen. This involves the element of financial burden and submissions are to be made before me on this point and leaving that point open there is an effective settlement between the parties, and I pass the final award though it is termed as an interim award so far as the point of controversy regarding giving retrospective effect is concerned. In the result, I pass the following order:

ORDER

The revised pay-scales and fitments into revised pay-scales of the workmen of Party II/Company are fixed as below.

Sr. No.	Name of the workmen with designation	Revised scale of pay	Fitment
1	Ramdas Govekar Operator-cum-Helper G. I.	550-20-650-25-775-30- -925-35-1090-45-1315	805
2	Agnelo Menezes Operator-cum-Helper	—do—	725
3	Surendra Kurup Operator-cum-Helper	—do—	650

Sr. No.	Name of the workmen with designation	Revised scale of pay	Fitment
4	Ganpat Kotharkar Operator-cum-Helper G. II.	450-13-515-18-605-25 730-30-880	587
5	Harischandra Desai Operator-cum-Helper G. II.	—do—	569
6	Chandrakant Pednekar Operator-cum-Helper	—do—	515
7	Gopal Mhaisekar Operator-cum-helper	—do—	515
8	Ram Pagi Operator-cum-Helper	300-10-350-15-425-20- -525-25-650-30-800	410
9	Madhusudan Pillai Operator-cum-helper	—do—	410
10	Ulas Naik Operator-cum-helper G. III.	—do—	365
11	Rajendra Angadi Helper	200-7-235-10-285-15- -360-20-460	315
12	Uday Bandekar Helper	200-7-235-10-285-15- -360-20-460	315
13	Vilas Mahar Helper	—do—	300
14	Rosy Sequeira Helper	—do—	315
15	Savita Naik Helper	—do—	285
16	Champa Shirodkar Helper	—do—	285

II) The Party No. II shall pay each workman fixed dearness allowance of Rs. 60/- per month.

III) *Variable Dearness Allowance:* Each workman will be paid Variable Dearness Allowance @ Rs. 0.86 per point for over and above 650 points of quarterly average of the All India Consumer Price Index on base 1960=100. Revision in V. D. A. will be made on 1st October, 1st January, 1st April and 1st July on the basis of quarterly average of price index for the preceding quarter ending with 30th June, 30th September, 31st December, and 31st March respectively.

IV) *House Rent Allowance:* The workman who is not provided with quarter to be shared with other three workmen, shall be paid H. R. A. of Rs. 40/- p.m.

V) *Travelling Allowance:* Every workmen will be paid Travelling Allowance @ Rs. 39/- p. m. subject to the proportionate deductions for the period of unauthorised absence.

VI) *The Responsibilities of the Workmen and Union as per the Undertaking:* On the condition of the provision of the Machines and tools in working conditions. The workmen are to achieve minimum production in the production department and tool-room Dept., with the norms as per the chart shown below:

(A) Production Department

	Name of Press	Production target per shift
	Hedavkar	5,500 pieces/units
P 40		1,200 " "
HPM		600 " "
MTA		4,725 " "
K-30		3,750 " "
Saraswati		3,000 " "
Himla and Ameteeep 25 tno		will be decided mutually.

## (B) Tool-Room Department:

## TURNING:

Items	Time required for machining		
	Small Size tool for bush size 1" dia. x 1" length	Medium Size tool for bush size 1 1/2" dia x 1-2" length	Large size tool larger than small and medium size
Die	1 Hour	2.5 hours	3.5/4 Hrs.
Top Punch	1 Hour	1.5 hours	2.5 hours
Bottom Punch	1.5 hours	2 hours	2.5/3 hours
Sizing Core Rod	1 Hour	1 hour	1.5 hours
Forming Core Rod	1.5 hours		
Gauges	45 minutes	45 min.	45 min.
Time required for completion of complete tool set i. e. Forming and Sizing set	9.5 hours	14.5 hours	22 hours

## GRINDING

Item	ID less than 1"	ID less than 2"	ID more than 2"
Top Punch	1 hour	2.5 hrs.	2 hrs.
Bottom Punch	1.25 hrs.	1.5 hrs.	2 hrs.
Bottom Punch	1.25 hrs.	1.5 hrs.	2 hrs.
Die	1.5 hrs.	1.5 hrs.	3 hrs.
Core Rod	45 mins.	45 mins.	1 hr.
Gauges	45 mins.	45 mins.	45 mins.
Time required for grinding complete i. e. Forming and Sizing toll set	10.5 hrs.	11.25 hrs.	16.45 hrs.

VII) *Lapping:* Whatever tools are grinded are to be lapped same day as well whatever toll maintenance issued by Production Department to be Completed.

Packing Dept. Minimum 90 corrugated boxes per shift duly packed in wooden boxes.

VIII) *The Payment as per Revised Scales has to be made from 1-7-1988:* Consequently the annual increments shall accrue to the workmen on 1.7.1989 and on 1st July, of subsequent years.

IX) The duration of this award shall be of 3 years w.e.f. 1.7.81. The decision whether the award should be retrospective in effect and since what date shall be given separately after hearing the parties.

X) As the above demands of the workmen are granted as stated above the remaining demands in the charter of demands dt. 7th March, 1986 are deemed to have been waived.

6. In view of the settlement the parties are directed to bear their own costs.

Inform the Govt. about the award accordingly.

S. V. Nevagi  
Presiding Officer  
Industrial Tribunal

Order:

No. 28/13/87-ILD

The following Award given by the Industrial Tribunal, Goa, Daman and Diu is hereby published as required under the

provisions of Section 17 of the Industrial Dispute Act, 1947 (Central Act XIV of 1947).

By order and in the name of the Governor of Goa.

Subhash V. Elekar, Under Secretary (Industries and Labour).

Panaji, 2nd September, 1988.

## IN THE INDUSTRIAL TRIBUNAL

## GOVERNMENT OF GOA

## AT PANAJI

(Before Shri S. V. Nevagi, Hon'ble Presiding Officer)

Reference No. IT/50/87

Shri Joaquim Inacio Fernandes.

— Workman/Party I

V/s

M/s Vaz Associates

— Employer/Party II

Workman represented by Adv. J. V. Antao.

Employer represented by Adv. J. S. Rebello.

Panaji Dated.: 10-8-1988

## AWARD

This is a reference made by the Government of Goa, by its order No. 28/13/87-ILD dated 20th July, 1987 with an annexure which reads as follows:

"Whether the action of the management of M/s Vaz Associates, Margao-Goa in terminating the services of their workman Shri Joaquim Inacio Fernandes, Salesman-cum-Driver w.e.f. 1-10-1986 is legal and justified?

If not, what relief the workman is entitled to?"

2. After the above reference was received the notices were issued to the parties returnable on 22-11-87. Both the parties were duly served but they remained absent. The matter therefore stood adjourned to 11-12-87 the day on which Shri J. V. Antao, Advocate appeared for the workman and took time to file claim statement. The claim statement was filed on 12-1-1988 but was not signed by the workman himself. When called upon to explain the position the explanation was given on 5-3-88 stating that the workman had executed a power of attorney in favour of his wife Smt. Elizabeth Antao Fernandes who signed the claim statement. Finding the explanation to be proper the claim statement was taken on record. Till these dates the employer had remained absent through out. Hence fresh notice was issued to the employer and on 16-4-1988 the employer appeared through Adv. J. S. Rebello and took time for W. statement. On that day, it was brought on record that the workman had left Goa and had gone to Bombay. The matter was adjourned to 5-7-88 for evidence of workman. The Advocate for workman was not present nor the workman. Hence fresh notice was issued to the Advocate returnable on this day.

3. Today, the workman or his Advocate were absent. Adv. J. S. Rebello for the employer made a statement at the bar that the workman has gone abroad and would not be returning atleast for two years. Hence the evidence of the Partner of Party II, Rosario Vaz was recorded.

4. The witness for Party No. II has made two pertinent statements. One statement is that the workman Joaquim Fernandes while working with them as a Salesman on Commission basis had mis-appropriated goods totally worth Rs. 10,000/- or so. The workman was told to re-imburse the amount and then continue with the service. The workman did not comply with and so he was dis-continued from service w.e.f. 1-10-1986.

The second statement made by him is that the workman has gone for service in the Gulf and this information was conveyed to him by Adv. Antao who represented the workman and that the workman was not likely to return atleast for two years. He further stated that the workman is not interested in the matter and the Adv. remained absent for this reason. The statement made by the employer is not contraverted and the evidence as it stands has to be considered by the Tribunal. It is brought on record that the workman

was removed from service on account of mis-appropriation and he is no more interested in reinstatement. In view of this the reference will have to be answered accordingly. I therefore, pass the following order:

**GOVERNMENT OF GOA  
ORDER**

It is hereby held that the action of the management of M/s Vaz Associates, Margao, Goa, in terminating the services of their workman Shri Joaquim Inacio Fernandes with effect from 1-10-1986 is just and legal and the same does not call for any interference.

Consequently, the workman is not entitled to any reliefs in this reference.

The Government be informed about the order passed in the reference. The parties do bear their own costs.

Given on the 27th November, 1989.

**S. V. Nevagi**  
Presiding Officer  
Industrial Tribunal

**Finance (Revenue and Control) Department**

**Notification**

**No. 2-14-89-Fin(R&C)**

Read: Government Order No. 6/3/81-PER (Vol. IV) dated 11-10-1989.

In exercise of the powers conferred by Sub-Section (2) of Section 3 of the Goa, Daman and Diu Excise Duty Act, 1964 (Act No. 5 of 1964) (hereinafter called the 'said Act'), the Government of Goa, hereby appoints Shri A. X. B. Viegas as Assistant Commissioner of Excise for carrying out the purpose of the said Act with effect from 9-11-1989 (F.N.) until further orders.

By order and in the name of the Governor of Goa.

**K. N. Nambiar, Under Secretary (Fin. Exp.)**

Panaji, 27th November, 1989.

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